### Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TIC-HOLDINGS, INC.		05/30/2008	CORPORATION: COLORADO
TIC-THE INDUSTRIAL COMPANY		05/30/2008	CORPORATION: DELAWARE
PLT, INC.		05/30/2008	CORPORATION: CALIFORNIA
TIC INTERNATIONAL, INC.		05/30/2008	CORPORATION: COLORADO
TIC, THE INDUSTRIAL COMPANY, WYOMING, INC.		05/30/2008	CORPORATION: WYOMING
TIC-CANADA, INC.		05/30/2008	CORPORATION: COLORADO
INTERNATIONAL BUILDERS, INC.		05/30/2008	CORPORATION: COLORADO
GULF STATES, INC.		05/30/2008	CORPORATION: COLORADO
WESTERN SUMMIT CONSTRUCTORS, INC.		05/30/2008	CORPORATION: NEW MEXICO
TIC-CALGARY, ULC		05/30/2008	UNLIMITED LIABILITY: CANADA
TIC CANADA ULC, FORMERLY TIC CANADA (2002) ULC		05/30/2008	UNLIMITED LIABILITY: CANADA
TNP CONSTRUCTORS, ULC	FORMERLY CANWEST CONSTRUCTORS, ULC	1105/30/2008	UNLIMITED LIABILITY: CANADA
NATIONAL MILL DESIGNS, INC.		05/30/2008	CORPORATION: COLORADO
KHAN EQUIPMENT COMPANY		05/30/2008	CORPORATION: COLORADO
WH ENGINEERS, INC.		05/30/2008	CORPORATION: COLORADO
TIC MAINTENANCE, INC.		05/30/2008	CORPORATION: COLORADO
GSI WESTERN, INC.		05/30/2008	CORPORATION: COLORADO
WESTERN SUMMIT OF NEW MEXICO, INC.		05/30/2008	CORPORATION: NEW MEXICO
TIC-THE INDUSTRIAL COMPANY NEVADA, INC.		05/30/2008	CORPORATION: NEVADA
TIC INTERNATIONAL PROJECTS COMPANY		05/30/2008	CORPORATION: COLORADO
IBBERSON, INC.		05/30/2008	CORPORATION: COLORADO
T.E. IBBERSON COMPANY		05/30/2008	CORPORATION: COLORADO
IBBERSON ENGINEERING, INC.		05/30/2008	CORPORATION: COLORADO
IBBERSON INTERNATIONAL,		ll .	CORPORATION: COLORADO RADEMARK

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REEL: 003792 FRAME: 0402

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INC.		
CONTRACTOR INSIGHTS, LLC	105/30/2008	LIMITED LIABILITY COMPANY: COLORADO
TESTRONICS, INC.	05/30/2008	CORPORATION: COLORADO
MEXTICA, S. de R.L. de C.V.	05/30/2008	Mexican Sociedad de Responsabilidad Limitada de Capital Variable: MEXICO

### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	1740 Broadway	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80210	
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3286291	TESTRONICS
Serial Number:	77191074	TIC DIVERSIFIED
Serial Number:	77191093	TIC INDUSTRIAL
Serial Number:	77191083	TIC INFRASTRUCTURE
Serial Number:	77191046	TIC

### **CORRESPONDENCE DATA**

Fax Number: (303)866-0200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-866-0406

Email: daniel.almanza@hro.com

Correspondent Name: Daniel Almanza Holme Roberts & Owen LLP

Address Line 1: 1700 Lincoln Street

Address Line 2: Suite 4100

Address Line 4: Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	23000-02590
NAME OF SUBMITTER:	Daniel Almanza
Signature:	/daniel almanza/
Date:	06/09/2008

### Total Attachments: 21 source=TIC PTO Filing 2008#page1.tif source=TIC PTO Filing 2008#page2.tif source=TIC PTO Filing 2008#page3.tif source=TIC PTO Filing 2008#page4.tif source=TIC PTO Filing 2008#page5.tif source=TIC PTO Filing 2008#page6.tif source=TIC PTO Filing 2008#page7.tif source=TIC PTO Filing 2008#page8.tif source=TIC PTO Filing 2008#page9.tif source=TIC PTO Filing 2008#page10.tif source=TIC PTO Filing 2008#page11.tif source=TIC PTO Filing 2008#page12.tif source=TIC PTO Filing 2008#page13.tif source=TIC PTO Filing 2008#page14.tif source=TIC PTO Filing 2008#page15.tif source=TIC PTO Filing 2008#page16.tif source=TIC PTO Filing 2008#page17.tif source=TIC PTO Filing 2008#page18.tif source=TIC PTO Filing 2008#page19.tif source=TIC PTO Filing 2008#page20.tif source=TIC PTO Filing 2008#page21.tif

### GLOBAL RATIFICATION AND AMENDMENT AGREEMENT

This RATIFICATION AND AMENDMENT AGREEMENT, dated as of May 30, 2008 (this "Agreement"), is made by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, individually and as administrative agent (the "Administrative Agent") for the financial institutions that are from time to time parties to the Second Amended and Restated Credit Agreement referred to in Recital G below (collectively, the "Lenders"), and the Borrowers and Guarantors referred to below. Capitalized terms used but not defined herein shall have the meanings set forth in the Second Amended and Restated Credit Agreement.

### **RECITALS**

- As used in this Agreement, the "Borrowers" means, collectively, TIC HOLDINGS, INC., a Colorado corporation, TIC-THE INDUSTRIAL COMPANY, a Delaware corporation, WESTERN SUMMIT CONSTRUCTORS, INC., a New Mexico corporation, PLT, INC., a California corporation, TIC INTERNATIONAL, INC., a Colorado corporation, TIC-THE INDUSTRIAL COMPANY WYOMING, INC., a Wyoming corporation, TIC-CANADA, INC., a Colorado corporation, INTERNATIONAL BUILDERS, INC., a Colorado corporation, GULF STATES, INC., a Colorado corporation, NATIONAL MILL DESIGNS, INC., a Colorado corporation, KHAN EQUIPMENT COMPANY, a Colorado corporation, WH ENGINEERS, INC., a Colorado corporation, MAINTENANCE, INC., a Colorado corporation, GSI WESTERN, INC., a Colorado corporation, WESTERN SUMMIT OF NEW MEXICO, INC., a New Mexico corporation, TIC - THE INDUSTRIAL COMPANY NEVADA, INC., a Nevada corporation, TIC INTERNATIONAL PROJECTS COMPANY, a Colorado corporation, IBBERSON, INC., a Colorado corporation, IBBERSON ENGINEERING, INC., a Colorado corporation, T.E. IBBERSON COMPANY, a Colorado corporation, IBBERSON INTERNATIONAL, INC., a Colorado corporation, CONTRACTOR INSIGHTS, LLC, a Colorado limited liability company, and TESTRONICS, INC., a Colorado corporation.
- (B) As used in this Agreement, the "<u>Canadian Guarantors</u>" means, collectively, TIC-CALGARY, ULC, a Nova Scotia unlimited liability company ("<u>TIC Calgary</u>"), TIC CANADA ULC (formerly known as TIC Canada (2002) ULC, "<u>TIC Canada</u>"), a Nova Scotia unlimited liability company and TNP CONSTRUCTORS, ULC (formerly known as Canwest Constructors, ULC, "<u>TNP</u>"), a Nova Scotia unlimited liability company.
- (C) As used in this Agreement, the "Mextica" means MEXTICA, S. de R.L. de C.V., a Mexican Sociedad de Responsabilidad Limitada de Capital Variable.
- (D) The Canadian Guarantors together with Mextica are referred to in this Agreement and the Second Amended and Restated Credit Agreement collectively as the "Guarantors".
- (E) The Borrowers, the Administrative Agent and the Lenders entered into that certain Amended and Restated Credit Agreement, dated as of November 30, 2005 (such Amended and Restated Credit Agreement, as heretofore supplemented or amended, the "Amended and Restated Credit Agreement"), providing for, among other things, loans in the maximum principal amount of \$130,000,000 to be made by the Lenders to the Borrowers

thereunder. The loans made pursuant to the Amended and Restated Credit Agreement are evidenced by certain promissory notes, all dated November 30, 2005, made by the Borrowers payable to the order of the Lenders in the original aggregate principal amount of \$130,000,000 and maturing on December 31, 2010 (such promissory notes, as heretofore supplemented or amended, the "Amended and Restated Notes").

- (F) The payment of the Amended and Restated Notes and the performance of all obligations of the Borrowers under the Amended and Restated Credit Agreement and related documents are secured by certain security and other documents as described therein, including without limitation the U.S. Security Agreement, the IP Security Agreement, the Trademark Grant, the Canadian Security Agreement, the TNP Security Agreement, the Canadian Guaranty and the Mextica Guaranty, each as defined below (as heretofore supplemented or amended, collectively the "Security Documents").
- (G) Contemporaneously herewith, at the request of the Borrowers, (i) the indebtedness evidenced by the Amended and Restated Credit Agreement and the Amended and Restated Notes is being renewed, extended and refinanced and (ii) the Amended and Restated Credit Agreement is being amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of May 30 2008, among the Borrowers, the Administrative Agent and the Lenders named therein (as further amended, modified or supplemented, the "Second Amended and Restated Credit Agreement").
- (H) It is a condition precedent in the Second Amended and Restated Credit Agreement that, among other things: (i) the parties hereto shall amend and ratify the Security Documents on the terms and conditions set forth herein, it being the intention of the parties hereto that all of the guarantees, liens and security interests provided for in the Security Documents, as amended and ratified hereby, shall continue and shall secure the Borrowers' and Guarantors' obligations under the Second Amended and Restated Credit Agreement and the Credit Documents.

NOW THEREFORE, in consideration of the premises and the mutual agreements therein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

### ARTICLE I. AMENDMENTS AND RATIFICATION

### Section 1.01 <u>Amendments to U.S. Security Agreement.</u>

(a) All references in the Security Agreement dated as of September 19, 2003, executed by certain Borrowers in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, including without limitation by that certain Global Ratification, Amendment and Joinder Agreement, dated as of November 30, 2005, among the Borrowers, the Canadian Guarantors and the Administrative Agent (the "First Global Ratification Agreement"), the "U.S. Security Agreement") to the term (i) "Credit Agreement" shall be deemed to be references to the Second Amended and Restated Credit Agreement, (ii) "Grantor" shall be deemed to be references to the Borrowers and the Guarantors and (iii) "Lenders" shall be deemed to be references to the Lenders that are from time to time party to the Second Amended and Restated Credit Agreement.

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(b) The definition of "Obligations" in the U.S. Security Agreement is hereby amended by replacing "and (b)" with ", (b)" and replacing "." with "and (c) all Cash Management Obligations, as defined in the Second Amended and Restated Credit Agreement."

### Section 1.02 <u>Amendments to IP Security Agreement.</u>

- (a) All references in that certain Security Agreement (Intellectual Property) dated as of September 19, 2003, executed by certain Borrowers in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, including without limitation by the First Global Ratification Agreement, the "IP Security Agreement") to the term (i) "Credit Agreement" shall be deemed to be references to the Second Amended and Restated Credit Agreement, (ii) "Grantor" shall be deemed to be references to the Borrowers and the Guarantors, and (iii) "Lenders" shall be deemed to be references to the Lenders that are from time to time party to the Second Amended and Restated Credit Agreement.
- (b) The definition of "Obligations" in the IP Security Agreement is hereby amended by replacing "and (b)" with ", (b)" and replacing "." with "and (c) all Cash Management Obligations , as defined in the Second Amended and Restated Credit Agreement."
- Section 1.03 Amendments to the Trademark Grant. All references in that certain Grant of Security Interest Trademarks dated as of September 19, 2003, executed by certain Borrowers in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time including without limitation by the First Global Ratification Agreement, the "Trademark Grant") to the term (i) "Credit Agreement" shall be deemed to be references to the Second Amended and Restated Credit Agreement, (ii) "Grantor" shall be deemed to be references to the Borrowers and the Guarantors, and (iii) "Lenders" shall be deemed to be references to the Lenders that are from time to time party to the Second Amended and Restated Credit Agreement.
- Section 1.04 Amendments to the Canadian Security Agreement. That certain General Security Agreement, dated as of September 19, 2003, executed by TIC Canada, TPC Fabricators, Inc. and TIC Calgary in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, including without limitation by the First Amendment to Security Agreement dated November 30, 2005 and the First Global Ratification Agreement, the "Canadian Security Agreement") is hereby amended by:
  - (a) adding the words "Contractor Insights, LLC and Testronics, Inc." at the end of Section 2.3(b); and
  - (b) deleting "and" at the end of Section 3.1(a), and replacing "." at the end of Section 3.1(b) with:

"; and

(c) Cash Management Obligations. All Cash Management Obligations (as defined in the Credit Agreement), owing by the Obligors, or any Joint Venture (as defined in the Credit Agreement) to the Secured Party or any Lender or any affiliate of any Lender."

Section 1.05 <u>Amendments to the TNP Security Agreement</u>. That certain General Security Agreement, dated as of November 30, 2005, executed by TNP in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time the "TNP Security Agreement") is hereby amended by:

- (a) adding the words "Contractor Insights, LLC and Testronics, Inc." at the end of Section 2.3 (b); and
- (b) deleting "and" at the end of Section 3.1(a), and replacing "." at the end of Section 3.1(b) with:

"; and

(c) Cash Management Obligations. All Cash Management Obligations (as defined in the Credit Agreement), owing by the Obligors, or any Joint Venture (as defined in the Credit Agreement) to the Secured Party or any Lender or any affiliate of any Lender."

Section 1.06 <u>Ratification by Borrowers</u>. Except as amended in this <u>Article I</u> of this Agreement, the Borrowers hereby ratify the Security Documents to which each is a party and acknowledge that the provisions of such Security Documents remain in full force and effect. The liens and security interests created pursuant to such Security Documents are renewed and extended as security for all Obligations under the Second Amended and Restated Credit Agreement and the Credit Documents. Each Borrower represents and warrants that the representations and warranties made by it as a Grantor under the U.S. Security Agreement, the IP Security Agreement and the Trademark Grant are true and correct on and as of the date hereof.

Section 1.07 <u>Ratification by Canadian Guarantors</u>. Except as amended in this Article I of this Agreement, the Canadian Guarantors hereby ratify:

- (a) that certain Guaranty made as of November 30, 2005 by the Canadian Guarantors in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, the "Canadian Guaranty") and acknowledge that the provisions of the Canadian Guaranty remain in full force and effect. Each Canadian Guarantor represents and warrants that the representations and warranties made by it as a Guarantor under the Canadian Guaranty are true and correct on and as of the date hereof; and
- (b) the Security Documents to which each is a party and acknowledge that the provisions of such Security Documents remain in full force and effect.

The liens and security interests created pursuant to such Security Documents are renewed and extended as security for all Obligations under the Second Amended and Restated Credit Agreement and the Credit Documents. Each Canadian Guarantor represents and warrants that the representations and warranties made by it as a Debtor under the such Security Documents are true and correct on and as of the date hereof.

Section 1.08 <u>Ratification by TIC Canada and TIC Calgary</u>. TIC Canada and TIC Calgary hereby ratify the Canadian Security Agreement and acknowledge that the provisions

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of the Canadian Security Agreement remain in full force and effect. The liens and security interests created pursuant to the Canadian Security Agreement are renewed and extended as security for all Obligations under the Amended and Restated Credit Agreement and the Credit Documents. Each of TIC Canada and TIC Calgary represents and warrants that the representations and warranties made by it as a Debtor under the Canadian Security Agreement are true and correct on and as of the date hereof.

Section 1.09 <u>Ratification by TNP</u>. TNP hereby ratifies the TNP Security Agreement and acknowledges that the provisions of the TNP Security Agreement remain in full force and effect. The liens and security interests created pursuant to the TNP Security Agreement are renewed and extended as security for all Obligations under the Amended and Restated Credit Agreement and the Credit Documents. TNP represents and warrants that the representations and warranties made by it as a Debtor under the TNP Security Agreement are true and correct on and as of the date hereof.

Section 1.10 <u>Ratification by Mextica</u>. Except as amended in this <u>Article I</u> of this Agreement, Mextica hereby ratifies:

- (a) that certain Guaranty made as of December 29, 2005 by Mextica in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, the "Mextica Guaranty") and acknowledges that the provisions of the Mextica Guaranty remain in full force and effect. Mextica represents and warrants that the representations and warranties made by it as a Guarantor under the Mextica Guaranty are true and correct on and as of the date hereof; and
- (b) the Security Documents to which it is a party and acknowledges that the provisions of such Security Documents remain in full force and effect.

The liens and security interests created pursuant to such Security are renewed and extended as security for all Obligations under the Second Amended and Restated Credit Agreement and the Credit Documents. Mextica represents and warrants that the representations and warranties made by it as a Debtor under such Security Documents are true and correct on and as of the date hereof.

Security Agreement are replaced in their entirety with Schedules III, IV, V and VI attached hereto. Schedule A to Attachment 1 to the IP Security Agreement is replaced in its entirety with Schedule A to Attachment 1 attached hereto. Schedule A to Attachment 1 attached hereto. Schedule A to Attachment 1 to the Security Agreement, which is annexed to the Trademark Grant, is hereby replaced in its entirety with Schedule A hereto.

Section 1.12 <u>Effect of Amendments and Ratifications</u>. If there is a conflict between the terms of this Agreement and those of the Security Documents, the terms of this Agreement shall control.

### ARTICLE II. MISCELLANEOUS

Section 2.01 <u>Addresses</u>. For the purposes hereof, the addresses of the parties shall be those set forth in <u>Schedule 1</u> attached hereto.

- Section 2.02 <u>Choice of Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF COLORADO, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS; PROVIDED THAT SECTIONS 1.04, 1.05, 1.07, 1.08 AND 1.09 SHALL BE CONSTRUED AND BE ENFORCEABLE UNDER AND IN ACCORDANCE WITH THE LAWS APPLICABLE IN ALBERTA, CANADA.
- Section 2.03 <u>Counterparts</u>. This Agreement is being executed in several counterparts, all of which are identical. This Agreement may be executed by the different parties hereto in separate counterparts. All of such counterparts together constitute one and the same instrument.
- Section 2.04 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permissible assigns.
- Section 2.05 <u>Credit Document</u>. This Agreement shall be considered a "Credit Document", as such term is defined in the Second Amended and Restated Credit Agreement. This Agreement is a supplement to each of the U.S. Security Agreement, the IP Security Agreement and the Trademark Grant, and such agreements are hereby incorporated herein by reference.
- Section 2.06 <u>Entire Agreement</u>. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- Section 2.07 <u>Restatement</u>. The parties hereto each agree that effective as of the Restatement Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto:
- (i) the U.S. Security Agreement, the IP Security Agreement, the Trademark Grant, the Canadian Security Agreement and the TNP Security Agreement shall be deemed to be amended as set forth in <a href="Article I">Article I</a> of this Agreement;
- (ii) the Second Amended and Restated Credit Agreement and the Notes delivered in connection with the Second Amended and Restated Credit Agreement are given in replacement, renewal and extension of, but not extinguishing the indebtedness evidenced by, the Amended and Restated Credit Agreement, the Amended and Restated Notes and the Credit Documents, and shall not be novations thereof. All liabilities and obligations outstanding under the Amended and Restated Credit Agreement, the Amended and Restated Notes and the Credit Documents shall, to the extent not paid on the date of this Agreement, be extended and renewed so as to continue and shall be obligations outstanding under the Second Amended and Restated Credit Agreement; and
- (iii) all guarantees, security interests and collateral securing the obligations in connection with, pursuant to or under the Amended and Restated Credit Agreement shall

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continue in full force and effect to secure the Obligations under the Second Amended and Restated Credit Agreement.

Section 2.08 Further Assurances. Each Borrower agrees that, at any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Borrower, the Borrower shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Administrative Agent may reasonably deem desirable to obtain the full benefits of this Agreement and the Security Documents and of the rights and powers herein and therein granted.

Section 2.09 <u>Filing in Patent and Trademark Office</u>. Each Borrower and each Guarantor authorizes the Administrative Agent to file a copy of this Agreement in the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

### THE BORROWERS:

TIC HOLDINGS, INC. TIC-THE INDUSTRIAL COMPANY WESTERN SUMMIT CONSTRUCTORS, INC. PLT, INC. TIC INTERNATIONAL, INC. TIC-THE INDUSTRIAL COMPANY WYOMING, INC. TIC-CANADA, INC. INTERNATIONAL BUILDERS, INC. GULF STATES, INC. NATIONAL MILL DESIGNS, INC. KHAN EQUIPMENT COMPANY WH ENGINEERS, INC. TIC MAINTENANCE, INC. GSI WESTERN, INC. WESTERN SUMMIT OF NEW MEXICO, INC. TIC - THE INDUSTRIAL COMPANY NEVADA, INC. TIC INTERNATIONAL PROJECTS COMPANY IBBERSON, INC. T.E. IBBERSON COMPANY IBBERSON ENGINEERING, INC. IBBERSON INTERNATIONAL, INC. TESTRONICS, INC.

By:
Name:
Title: Duly Authorized Signatory for each of the Above

CONTRACTOR INSIGHTS, LLC

By: James F Missane, Manager

[Signature Page to Global Ratification and Amendment Agreement]

INE GUARANTORS:
TIC CANADA, ULC  By:
TNP CONSTRUCTORS, ULC
Ву:
Name:
Title: Vice President
TIC - CALGARY ULC
- AX
Ву:
Name John C. Paul
Title: / President
MEXTICA, S. de R.L. de C.V.
By: /hu m Rus
Name: John M. Roos
Title: /Manager
11100
ADMINISTRATIVE AGENT:
WELLS FARGO BANK, NATIONAL ASSOCIATION
By:
Paul S Dobel, Senior Vice President
1 44, 0 20001, 0011101 1 100 1 10014014

[Signature Page to Global Ratification and Amendment Agreement]

THE GUARANTORS:	7 8
TIC CANADA, ULC	* * * * * * * * * * * * * * * * * * *
Ву;	<u>.</u>
Name: Title:	±
TNP CONSTRUCTORS, ULC	£ 3
Ву:	3
Name:	
Title:	
	3
TIC - CALGARY ULC	I
Ву:	
Name:	<u> </u>
Title:	
MEXTICA, S. de R.L. de C.V.	
By: Name:	TALL
Title:	Ī
	:
ADMINISTRATIVE AGENT:	a. Tourse !
WELLS FARGO BANK, NATIO	DNAL ASSOCIATION
By: Cal Adul	;
Paul S. Dobel, Senior Vice Pr	esident

[Signature Page to Global Ratification and Amendment Agreement]

### **SCHEDULE 1**

### Addresses

### Borrowers and Guarantors:

c/o TIC Holdings, Inc. 2211 Elk River Road Steamboat Springs, Colorado 80487 Attention: James F. Kissane

With a copy to:
William R. Neff, Esq.
Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
Denver, Colorado 80202

### Administrative Agent:

Wells Fargo Bank, National Association 333 Market Street, 3rd Floor MAC A0109-030 San Francisco, CA 94105 Attention: Paul S. Dobel Attention: Leonard Kam

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### SCHEDULE III DEPOSIT ACCOUNTS

[redacted]

#1331083 v6

### SCHEDULE IV SECURITIES ACCOUNTS

[redacted]

#1331083 v6

### SCHEDULE V

### $\underline{\text{VEHICLES}}$

[redacted]

#1331083 v6

### SCHEDULE VI BORROWER'S PRINCIPAL PLACES OF BUSINESS

[redacted]

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SCHEDULE A TO ATTACHMENT 1 TO IP SECURITY AGREEMENT

## TRADEMARKS AND APPLICATIONS -- USA

22 11 7 3 11	(), (, ), (, ), (, )	TO THE THEORY	i i		
MAKK	SEKIAL NO.	KEGISTKATION NO.	DATE REGISTERED	KENEWAL DUE	
TIC POWERED BY PEOPLE	75/128768	2,069,684	6/10/97	6/10/2017	
POWERED BY PEOPLE	75/128770	2,069,685	6/10/97	6/10/2017	
TIC and Design	74/124494	1,728,154	10/27/92	10/27/2011	
TIC THE INDUSTRIAL COMPANY and Design	74/124487	1,724,244	10/13/92	10/13/2011	
WESTERN SUMMIT and Design	75/547072	2,328,322	3/14/00	3/14/2009	
WESTERN SUMMIT	75/546809	2,334,750	3/28/00	3/28/2009	
IBBERSON INTERNATIONAL, INC. (Miscellaneous design)	76/321728	2,597,923	7/23/02	7/23/2012	
IBBERSON INTERNATIONAL, INC.	76/321698	2,604,608	8/6/02	8/6/2012	
IBBERSON ENGINEERING, INC. (Logo and design)	76/321729	2,570,138	5/14/02	5/14/2008	
IBBERSON ENGINEERING, INC.	76/321731	2,604,611	8/6/02	8/6/2012	
T.E. IBBERSON COMPANY (Logo)	76/321736	2,680,196	01/28/03	1/28/2013	
T.E. IBBERSON COMPANY (Word Mark)	76/321737	2,694,934	3/11/03	3/11/2009	
TESTRONICS (Logo) (owned by Testronics, Inc.)	78/235243	2,881,500	4/8/03	9/7/2010	

MARK	SERIAL NO.	REGISTRATION   DATE	DATE	RENEWAL
		NO.	REGISTERED	DUE
TESTRONICS (Word Mark) (owned by	78/928,298	3,286,291	8/28/07	8/28/2016
Testronics, Inc.)				

MARK	SERIAL NO.	REGISTRATION   DATE	DATE	RENEWAL
		NO.	REGISTERED   DUE	DUE
CVE Canyon Valley Electric (Word Mark)	78/411030	2,951,728	5/17/05	5/7/2011
CVE Canyon Valley Electric (Logo)	78/411013	2,963,404	6/21/05	6/21/2011

### APPLICATIONS PENDING – U.S.A.

MARK	SERIAL NO.	DATE FILED
TIC DIVERSIFIED	77/191074	5/25/2007
TIC INDUSTRIAL	77/191093	5/25/2007
TIC INFRASTRUCTURE	77/191083	5/25/2007
TIC	77/191046	5/25/2007

# TIC TRADEMARKS AND APPLICATIONS - CANADA

RENEWAL DUE	4/23/2019	5/3/2019
DATE REGISTERED	4/23/04	5/3/04
REGISTRATION NO.   DATE REGISTERED	TMA608,420	TMA608,142
SERIAL NO.	1,164,917	1,164,918
MARK	TIC Canada	TIC Canada/horizontal   1,164,91

TIC Canada/vertical	1,164,916	TMA609,421	4/23/04	4/23/2019
SPANTEC	844,348	TMA491,218	3/11/98	(allow to expire when due 3/11/2013)
TIC The Industrial Company	812,064	TMA517,042	9/27/99	9/27/2014
TIC	812,065	TMA517,043	66/22/6	9/27/2014
TIC Powered by People	820,374	TMA519,887	11/25/99	11/25/2014

# TIC TRADEMARKS AND APPLICATIONS - INDONESIA

DATE REGISTERED	1/2/95 (renewed to 9/25/2012)
REGISTRATION NO.	IDM000051117 IDM000051116
SERIAL NO. /DATE FILED	9/25/93
MARK	TIC – The Industrial Company

### SCHEDULE A TO TRADEMARK GRANT

### TRADEMARKS AND APPLICATIONS -- USA

MARK	SERIAL NO.	REGISTRATION NO.	DATE REGISTERED	RENEWAL DUE
TIC POWERED BY PEOPLE	75/128768	2,069,684	6/10/97	6/10/2017
POWERED BY PEOPLE	75/128770	2,069,685	6/10/97	6/10/2017
TIC and Design	74/124494	1,728,154	10/27/92	10/27/2011
TIC THE INDUSTRIAL COMPANY and Design	74/124487	1,724,244	10/13/92	10/13/2011
WESTERN SUMMIT and Design	75/547072	2,328,322	3/14/00	3/14/2009
WESTERN SUMMIT	75/546809	2,334,750	3/28/00	3/28/2009
IBBERSON INTERNATIONAL, INC. (Miscellaneous design)	76/321728	2,597,923	7/23/02	7/23/2012
IBBERSON INTERNATIONAL, INC.	76/321698	2,604,608	8/6/02	8/6/2012
IBBERSON ENGINEERING, INC. (Logo and design)	76/321729	2,570,138	5/14/02	5/14/2008
IBBERSON ENGINEERING, INC.	76/321731	2,604,611	8/6/02	8/6/2012
T.E. IBBERSON COMPANY (Logo)	76/321736	2,680,196	01/28/03	1/28/2013
T.E. IBBERSON COMPANY (Word Mark)	76/321737	2,694,934	3/11/03	3/11/2009
TESTRONICS (Logo) (owned by Testronics, Inc.)	78/235243	2,881,500	4/8/03	9/7/2010

MARK	SERIAL NO.	REGISTRATION   DATE	DATE	RENEWAL
		NO.	REGISTERED DUE	DUE
TESTRONICS (Word Mark) (owned by Testronics, Inc.)	78/928,298	3,286,291	8/28/07	8/28/2016

MARK	SERIAL NO.	REGISTRATION DATE	DATE	RENEWAL
		NO.	REGISTERED DUE	DUE
CVE Canyon Valley Electric (Word Mark)	78/411030	2,951,728	5/17/05	5/7/2011
CVE Canyon Valley Electric (Logo)	78/411013	2,963,404	6/21/05	6/21/2011

### APPLICATIONS PENDING – U.S.A.

MARK	SERIAL NO.	DATE FILED
TIC DIVERSIFIED	77/191074	5/25/2007
TIC INDUSTRIAL	77/191093	5/25/2007
TIC INFRASTRUCTURE	77/191083	5/25/2007
TIC	77/191046	5/25/2007

# TIC TRADEMARKS AND APPLICATIONS - CANADA

MARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION NO. DATE REGISTERED	RENEWAL DUE
TIC Canada	1,164,917	TMA608,420	4/23/04	4/23/2019
TIC Canada/horizontal	1,164,918	TMA608,142	5/3/04	5/3/2019

TIC Canada/vertical	1,164,916	TMA609,421	4/23/04	4/23/2019
SPANTEC	844,348	TMA491,218	3/11/98	(allow to expire when due 3/11/2013)
TIC The Industrial Company	812,064	TMA517,042	9/27/99	9/27/2014
TIC	812,065	TMA517,043	9/27/99	9/27/2014
TIC Powered by People	820,374	TMA519,887	11/25/99	11/25/2014

RECORDED: 06/09/2008

TIC TRADEMARKS AND APPLICATIONS - INDONESIA

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	DATE REGISTERED	1/2/95 (renewed to 9/25/2012)
	REGISTRATION NO.	IDM000051117 IDM000051116
	SERIAL NO./DATE FILED	9/25/93
	MARK	TIC – The Industrial Company